

September 3, 2008

RE: Water in Basement claim- 547 Abilene  
To the Clerk's Office of the Federal Court

08 SEP 17 2008

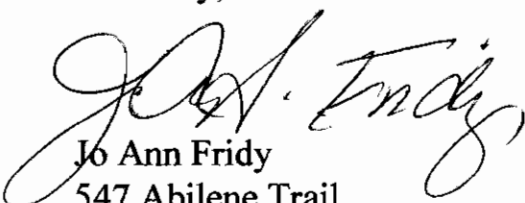
I am writing in response to a letter to me from MSD dated 8/14/2008 regarding our water in basement claim. We had a sewage flood in our home on 4/4/08 which was determined by MSD to be the responsibility of MSD. MSD handled the resulting cleanup of sewage water and removal of items contaminated by the sewage. I was lead to believe that all affected items were removed from our home. at

In our continued cleanup of the basement, we removed the adhesive tiles that were left on the floor of the affected area. As I stated in our previous letter, most of these tiles lifted right up as the adhesive was ineffective from sitting in sewage water.

MSD contacted me while I was in the process of removing these tiles to ask if someone could come to our home and take photos of the basement. The woman who came here asked why the tile removal hadn't been done initially by the cleanup crew from MSD. Until this time, I was overwhelmed with this cleanup and had not even considered this. However, since these tiles were damaged and contaminated in the flood, I concur that this should have been handled in the initial cleanup my MSD and not have been handled by our labor and expense.

My husband and I signed the release assuming that MSD had acted in good faith and removed all contaminated items. As these affected items were not attached to our home and were damaged as a result of the WIB and sewage on 4/4/08, we ask that you reconsider our request for reimbursement.

Sincerely,

  
Jo Ann Fridy  
547 Abilene Trail  
Cincinnati, OH 45215  
513 522-7757



**METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI**

1600 Gest Street  
Cincinnati, Ohio 45204  
513•244•1300  
[www.msdc.org](http://www.msdc.org)

James A. Parrott  
**Executive Director**

August 14, 2008

Jo Ann Fridy  
547 Abilene Trail  
Cincinnati, Ohio 45215

**RE: Water in Basement claim – 547 Abilene**

Dear Mrs. Fridy:

MSD is in receipt of your July 21, 2008 letter requesting reimbursement for time and expense of tile removal which you believe was necessitated by a WIB that occurred on April 4, 2008 at 547 Abilene Trail. Because you and your husband released the City from any other claims for the WIB, MSD must deny this additional claim. I am enclosing a copy of the release you signed.

**If you disagree with the City's disposition of your claim, in accordance with an order in the Consent Decree case, Federal District Court case # C-1-02-107, you may file a Request for Review with the Federal Court in Cincinnati, Ohio. You should file your Request within 90 days with the Clerk's Office of the Federal Court located in the Potter Stewart U.S. Courthouse, Room 103, 100 East 5<sup>th</sup> Street, Cincinnati, Ohio 45202. You may call the court-appointed Ombudsman, the Legal Aid Society, at (513) 362-2801 for further information concerning your rights under the Consent Decree.**

**Alternatively, you may appeal the decision through standard legal process in the courts of Hamilton County in the Hamilton County Municipal Court or the Court of Common Pleas. Both of these courts are located at 1000 Main Street.**

Sincerely,

Dorothy Carman  
Assistant City Solicitor

**Customer Service**  
513•352•4900

**Emergency Service**  
513•352•4900



RELEASE

Jay and Jo Ann Fridy, 547 Abilene Trail, Cincinnati, Ohio 45215, for the sole consideration of ONE THOUSAND FIVE HUNDRED FORTY and 00/100 DOLLARS (\$1,540.00), received by them to their satisfaction from the City of Cincinnati, on behalf of the City of Cincinnati, its employees, successors and assigns, does hereby release and forever discharge said City of Cincinnati, its employees, success and assigns, from any and all claims, demands, actions and causes of action whatsoever or in any manner arising from a "Water-in-Basement" incident on or about April 4, 2008, at 547 Abilene Trail, Cincinnati, Ohio 45215.

It is further understood and agreed that the payment of said amount of money as stated above is not to be construed as an admission of liability on the part of the City of Cincinnati, its employees, successors or assigns; liability by them being expressly denied. It is expressly understood and agreed that the payment of the above stated sum of money is the sole consideration of this release and the consideration stated herein is contractual and not a mere recital. It is expressly understood and agreed that all agreements and understandings between the parties are embodied and expressed herein.

Signed by Jay and Jo Ann Fridy on

5/28/08

  
Jay Fridy

  
Jo Ann Fridy